



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

SFUND RECORDS CTR
2261066

SENT VIA FACSIMILE AND OVERNIGHT MAIL

April 7, 2006

Leslie R. Schenck
Omega Chemical Site PRP Organized Group
Garvey Schubert Barer
1191 Second Avenue
Seattle, WA 98101-2939

RE: EPA Request for Reimbursement of Oversight Costs 2004-2005
Omega Chemical Superfund Site (SSID 09BC)

Dear Ms. Schenck:

The purpose of this letter is to respond to the Omega Chemical Site PRP Organized Group's (OPOG's) request for additional documentation of EPA oversight costs for the period 7/1/04-6/30/05. It is my understanding that you and Larry Gutteridge met with Chris Lichens and Thanne Cox on March 28, 2006, and requested that OPOG receive copies of each "Report 1" from the Monthly Status Reports (MSRs) submitted to EPA by CH2M Hill for the period in question.

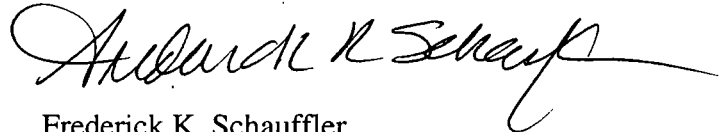
EPA will agree to provide this information under the following conditions: 1) OPOG will submit a list of the OPOG attorneys who will review the information in advance; 2) before reviewing the information, each attorney will sign a confidentiality agreement provided by EPA (enclosed); and 3) no parties other than those signing the confidentiality agreements will be allowed to review the information.

Under the Partial Consent Decree EPA is not legally obligated to provide Report 1 of the MSR. However, in order to resolve this and future disputes over EPA oversight billings, EPA is providing this documentation. Notwithstanding this production, EPA reserves the right to withhold this information in future cycles at EPA's discretion.

According to your email of March 30, 2006 to Thanne Cox, the informal dispute resolution period has been extended to April 17, 2006. We believe that with the Report 1 information, OPOG will have more than enough information to resolve this dispute, and we look forward to your response. On receipt of the names and signed confidentiality agreements noted

above, we will provide copies of each Report 1 for the 7/1/04-6/30/05 billing cycle. EPA would then expect payment within 30 days. In the meantime, if you have any questions, please feel free to contact Thanne Cox at (415) 972-3908.

Sincerely,

A handwritten signature in black ink, appearing to read "Frederick K. Schauffler", with a long, sweeping horizontal line extending to the right.

Frederick K. Schauffler
Chief, Site Cleanup Section 4
Superfund Division

Enclosure

cc: Thanne Cox
Chris Lichens
Elaine Chan
Karl Fingerhood, DOJ
Larry Gutteridge, OPOG

AGREEMENT REGARDING CONFIDENTIALITY OF BUSINESS INFORMATION

The Omega PRP Organized Group ("OPOG") hereby enters into this Agreement Regarding Confidentiality of Business Information ("Agreement") with the United States Environmental Protection Agency ("EPA"). The parties enter into this Agreement in order to resolve a dispute regarding documentation supporting costs incurred by EPA to oversee work performed by OPOG under a Partial Consent Decree, Docket No. 00-12741-TJH, United States District Court for the Central District of California, at the Omega Superfund Site, in the City of Whittier, Los Angeles County, California.

Pursuant to this Agreement, OPOG and EPA agree that settlement of OPOG's dispute concerning documentation supporting EPA's cost bills at the Omega Superfund Site will involve the production of documents which have been submitted to EPA by their contractor, CH2M HILL, Contract #68-W-98-225 (hereinafter "Submitter"), containing certain information which CH2M HILL considers to be confidential and proprietary information, and may be entitled to confidential treatment under 40 CFR Part 2. Furthermore, the parties herein agree that the limitation on the disclosure of the documents subject to this Agreement is necessary in order to protect the Submitter's interest in the confidentiality of their business information.

This Agreement precludes OPOG or its representatives from continuing the dispute resolution process that resulted in this Agreement. This Agreement applies to all supporting documentation provided to OPOG by EPA with all future cost bills for reimbursement of costs incurred under the Partial Consent Decree.

The terms of this Agreement are as follows:

1. EPA shall provide the document(s) containing information which may be entitled to confidential treatment to OPOG, and such documents shall be handled in accordance with the terms of this Agreement.
2. As used in this Agreement, the information designated to be "confidential" means trade secrets or commercial or financial information submitted by a person to EPA which may be entitled to confidential treatment under 40 CFR part 2. The Submitter considers this information to be confidential and proprietary, and entitled to confidential treatment under 40 CFR part 2. This information has not been determined by EPA, under 40 CFR part 2, subpart B, to be entitled to confidential treatment.
3. Any information to be produced by EPA pursuant to this Agreement shall be stamped conspicuously with the word "CONFIDENTIAL" by EPA on the top of each document prior to production to OPOG. The transmittal of information designated as confidential shall be done by letter from EPA stating that the information designated as confidential is subject to this Agreement.
4. Information designated as confidential under this Agreement shall not be used or disclosed by OPOG or any other person subject to paragraph 7 below for any

purpose other than for the evaluation by OPOG of costs incurred by EPA under the Partial Consent Decree.

5. Disclosure of any information by EPA pursuant to this Agreement shall be limited to OPOG counsel who execute Appendix A of this Agreement. OPOG counsel who obtain information designated as confidential hereunder shall not disclose or permit disclosure of this information to any other person, including, without limitation, any officer, director, employee, agent, representative, work contractor or consultant of OPOG, or their counsel.

6. OPOG counsel shall take all necessary and appropriate measures to maintain the confidential nature of the information, shall share such information only with persons authorized to receive it pursuant to this Agreement, and shall retain the information in a secure manner.

7. Any person who obtains access to information designated as confidential under this Agreement may make copies only for the purpose of evaluating EPA's cost bills at the Omega Superfund Site. All copies shall be subject to the terms of this Agreement to the same extent and manner as original documents.

8. Any unauthorized use or disclosure of information designated as confidential under this Agreement shall not result in a waiver of the Submitter's claim of confidentiality.

9. At EPA's request, any person who obtained information designated as confidential under this Agreement shall assemble and return such information to EPA, including all copies, or shall certify to EPA that all such documents and copies have been destroyed. Such return or document destruction shall be certified in writing by the person who obtained the information from EPA. OPOG shall destroy or otherwise maintain the confidentiality of Submitter's confidential information which is used by OPOG counsel as part of their work product.

Dated: OPOG

By: _____

Dated: U.S. Environmental Protection Agency

By: _____
Elizabeth Anne Cox

Attachment: Appendix A - Confidentiality Agreement

APPENDIX A

BUSINESS INFORMATION CONFIDENTIALITY AGREEMENT

The undersigned is authorized counsel of the Omega PRP Organized Group ("OPOG").

The undersigned hereby acknowledges that he/she has read the foregoing Agreement Regarding Confidentiality of Business Information ("Agreement") executed by OPOG, understands the terms thereof, and agrees to be bound by such terms. The undersigned understands that it is Submitter's (as defined in the Agreement) position that disclosure of information which has been designated as confidential by the Submitter of that information may cause substantial harm to the affected business' competitive position. Accordingly, among other responsibilities, the undersigned shall only share such information with persons specifically authorized to receive the information pursuant to the Agreement, shall retain the information in a secure manner, and shall use such information only for the purposes authorized by the Agreement. Furthermore, the undersigned understands that a breach of the Agreement may subject him/her to civil claims for damages and to criminal prosecution under 42 U.S.C. § 9604(e)(7)(B).

Dated: _____

Signed: _____

Printed Name: _____